

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

**HARTFORD LIFE AND ANNUITY
INSURANCE COMPANY,**

Plaintiff,

v.

Case No. 13-1276-DRH-PMF

**PETER J. KLINGER; VICTORIA L.
CONKRITE, individually;
VICTORIA L. CONKRITE as the
Executor of the ESTATE OF BURLENE
KLINGER; RICHARD COPE; and
STEVEN S. KLINGER,**

Defendants.

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY'S
FINAL JUDGMENT ORDER IN INTERPLEADER**

HERNDON, Chief Judge:

This Order coming before the Court on Hartford Life and Annuity Insurance Company's ("Hartford's") motion for the entry of a Final Judgment Order in Interpleader, due notice having been given and the Court being full advised in the premises:

THE COURT HEREBY FINDS THAT:

1. On December 11, 2013, Hartford filed its Complaint for Interpleader under the Federal Interpleader Act, 28 U.S.C. § 1335, 1397, and 2361 to resolve competing claims to the benefits available under a Hartford Flexible Non-Qualified

Annuity (Contract No. 711195402) (the "Annuity") issued to Burlene Klinger as the Owner and Annuitant with an effective date of June 13, 2002.

2. Defendant, Peter J. Klinger, and Defendants, Victoria L. Conkrite, individually and as the executor of the Estate of Burlene Klinger, Richard Cope, and Steven S. Klinger, are adverse claimants to the proceeds of the Contract.

3. Defendant, Peter J. Klinger, *pro se*, and Defendants Victoria L. Conkrite, individually and as the executor of the Estate of Burlene Klinger, Richard Cope, and Steven S. Klinger, through their attorney Clifford C. Emons, have waived service of the Complaint pursuant to Rule 4 of the Federal Rules of Civil Procedure. See Doc. #11, #12, #13, and #14.

4. On January 2, 2014, with leave of court, Hartford deposited its admitted liability under the Contract in the total amount of \$36,928.85, representing the value of the proceeds payable under the Contract, that is in dispute into the Registry of this Court, subject to this Court's further orders as to whom among the Defendants is entitled to receive those proceeds. A true and correct copy of the receipt for the deposit is attached hereto and incorporated by reference herein as Exhibit 1.

5. This Court has jurisdiction over the subject matter of this cause and over the parties.

6. Hartford has done all that is required by law to perfect its Interpleader action.

7. Hartford is entitled to be discharged from this litigation in accordance with the terms as hereinafter provided in this Order.

IT IS HEREBY ORDERED:

- A. The claimants, Peter J. Klinger, Victoria Conkrite, the Estate of Burlene Klinger, Steven S. Klinger and Richard Cope, and each of them, are enjoined, during the pendency of this case and thereafter permanently and perpetually, from commencing or prosecuting any proceeding or claim against Hartford Life and Annuity Insurance Company in any state or federal court or other forum with respect to proceeds payable under the terms of the Annuity (Contract No. 711195402) and on account of the death of Burlene Klinger, the Annuitant, and that said injunction issue without bond or surety;
- B. Judgment is granted to Hartford Life and Annuity Insurance Company with a finding that it has no further liability to the claimants, Peter J. Klinger, Victoria Conkrite, the Estate of Burlene Klinger, Steven S. Klinger and Richard Cope, or to any of them, or to either person or entity claiming through them, or either of them, for the death benefit payable under the terms of the Annuity (Contract No. 711195402) and on account of the death of Burlene Klinger;
- C. Hartford Life and Annuity Insurance Company has acted in good faith by interpleading the death benefit of the Annuity (Contract No. 711195402) and its admitted liability with the Clerk of the Court;
- D. Hartford Life and Annuity Insurance Company is excused from further attendance on this cause and the adverse claimants, Peter J. Klinger, Victoria Conkrite, the Estate of Burlene Klinger, Steven S. Klinger and Richard Cope, are ordered to litigate their claims and contentions to the death benefit of the Annuity (Contract No. 711195402) without further involving Hartford Life and Annuity Insurance Company; and
- E. Hartford Life and Annuity Insurance Company is dismissed from this action with prejudice.

IT IS SO ORDERED.

Signed this 31st day of March, 2014.


Digitally signed by
David R. Herndon
Date: 2014.03.31
16:49:24 -05'00'

**Chief Judge
U.S. District Court**